

# EXHIBIT B

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
TROY SIDDONS, et al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.  
-----X

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL WITH PREJUDICE**

15-CV-1198 (RRM) (VVP)

**WHEREAS** Plaintiffs filed an Amended Complaint (the “Amended Complaint”) on or about June 1, 2015, amending the original complaint (the “Complaint”) filed on or about March 3, 2015, alleging violations of their federal civil rights and state common law rights;

**WHEREAS** Defendants City Of New York (“City”), New York City Department of Correction (“DOC”), New York City Department Of Health And Mental Hygiene (“DOHMH”), Rikers Island Correctional Facility, Anna M. Kross Center (“AMKC”), DOC Commissioner Joseph Ponte, DOC Assistant Commissioner Patricia Feeney, AMKC Medical Clinic/Facility, West Medical Clinic/Facility, Corizon Health, Inc., Doctor Yungdo Park, Doctor Joon B. Park, DOC Officer Frances Thomas (s/h/a “Francis Thomas”), DOC Officer Captain Ricky Jogie, DOC Assistant Deputy Warden Sherma Dunbar, DOC Officer “John” Campbell, DOC Captain “Jane” Bowen, DOC Captain Timothy Johnson, DOC Officer “Jane” Wilson, DOC Officer Lincoln Hanson, DOC Officer “John” Henesen a/k/a “Hensen,” and “John” and “Jane Does” (collectively, “Defendants”) have denied any and all liability arising out of Plaintiffs’ allegations;

**WHEREAS** Plaintiffs John Amuso and Mersim Klobucista hereby agree to voluntarily dismiss their claims against Defendants, with prejudice, without further proceedings and without any costs, expenses, or fees to Defendants; and

**WHEREAS** Troy Siddons, Terrence Payne, Peter Sprauve, Quincy Palmer, Joseph Johnson, Clarence Woodward, Jr., Ramel Robinson, Ellis Wilson, Bernabe Lopez, Rashawn Rowe, Jamel Edmonds, Robert Wooten, Tysean Saigo, Anthony Matthews, Reginald Dupree, Michael Williams (a/k/a Preston Jackson), Adhm Hammouri, Deshaun Gregory, Andre Pounall (a/k/a Paul Francis), Duwain Boyce, and Durrell Williams (collectively, the "Settling Plaintiffs") and Defendants now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the parties, through the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "3" below.
2. Plaintiffs John Amuso and Mersim Klobucista agree to voluntarily dismiss their claims against Defendants, with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and without any costs, expenses, or fees to Defendants.
3. The City of New York hereby agrees to pay the Settling Plaintiffs the sum total of THREE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS (\$378,00.00), to be distributed in the following amounts: SEVENTEEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$17,650.00) each to Troy Siddons, Terrence Payne, Peter Sprauve, Quincy Palmer, Joseph Johnson, Clarence Woodward, Jr., Ramel Robinson, Ellis Wilson, Bernabe Lopez, Rashawn Rowe, Jamel Edmonds, Robert Wooten, Tysean Saigo, Anthony Matthews, Reginald

Dupree, Michael Williams (a/k/a Preston Jackson), Adhm Hammouri, Deshaun Gregory, Andre Pounall (a/k/a Paul Francis), and Durrell Williams; and TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) to Plaintiff Duwain Boyce; in full satisfaction of all claims, including claims for damages, costs, expenses, and attorneys' fees, that were or could have been raised in this action.

4. In consideration for the payment of the amount set forth in paragraph "3" above, the Settling Plaintiffs each agree to dismiss and discontinue, with prejudice, all claims against the Defendants and to release and discharge the City, DOC, DOHMH, Rikers Island Correctional Facility, AMKC, DOC Commissioner Joseph Ponte, DOC Assistant Commissioner Patricia Feeney, AMKC Medical Clinic/Facility, West Medical Clinic/Facility, Corizon Health, Inc., Doctor Yungdo Park, Doctor Joon B. Park, DOC Officer Frances Thomas, DOC Officer Captain Ricky Jogie, DOC Assistant Deputy Warden Sherma Dunbar, DOC Officer "John" Campbell, DOC Captain "Jane" Bowen, DOC Captain Timothy Johnson, DOC Officer "Jane" Wilson, DOC Officer Lincoln Hanson, DOC Officer "John" Henesen a/k/a "Hensen," "John" and "Jane Does," and their successors or assigns; NYC Health + Hospitals, Corizon Health, Inc., Corizon, Inc., and their successors or assigns; and all present and former officials, employees, representatives, agents, and affiliates of the City, DOC, DOHMH, NYC Health + Hospitals, Corizon Health, Inc., Corizon, Inc., and/or any entity represented by the Office of the Corporation Counsel, and their successors or assigns, from any and all liability, claims, demands, causes of action, obligations, damages, grievances, and liabilities whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which any of the Settling Plaintiffs may have resulting from anything which has happened from the beginning of the world to the date of his General Release, including, but



not limited to, any and all liability, claims, or rights of action which were or could have been alleged by any of the Settling Plaintiffs in the aforementioned action arising out of the events alleged in the Complaint and/or Amended Complaint in this action and including but not limited to all claims for attorneys' fees, expenses, and costs.

5. The Settling Plaintiffs each shall execute and deliver to Defendants' undersigned attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "3" and "4" above and an Affidavit Concerning Liens. In addition, Plaintiffs' counsel shall deliver a completed Substitute W-9 form. The payment set forth above is subject to and conditioned on delivery of all necessary documents to Defendants' undersigned attorney.

6. Nothing contained herein shall be deemed to be an admission by Defendants that they have in any manner or way violated any of the Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, and/or regulations of the United States, the State of New York, or the City of New York, or any other rule, regulation or bylaw of any department, agency, or subdivision of the City.

7. This Stipulation and Order of Settlement and Dismissal with Prejudice (the "Stipulation and Order") shall not be admissible in, nor is it related to, any other litigation or settlement negotiation, except for enforcement of the provisions contained herein.

8. Nothing contained in this Stipulation and Order shall be deemed to constitute a policy or practice of the City, any of the City's agencies, NYC Health + Hospitals or its affiliates, Corizon Health, Inc., or Corizon, Inc.

9. Facsimile and/or photocopied signatures on this Stipulation and Order shall have the same effect as original signatures.

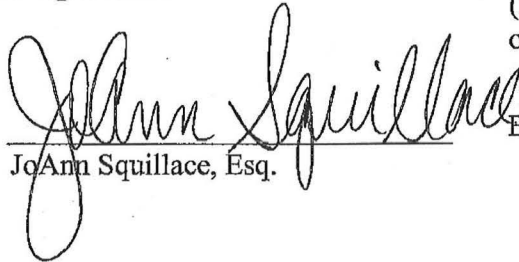
10. This Stipulation and Order contains all of the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order, regarding the subject matter of the instant action shall be deemed to exist, to bind the parties, or to vary the terms and conditions contained in this Stipulation and Order.

Dated: New York, New York  
August 25, 2017

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By:



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By:



Omar H. Tuffaha  
Assistant Corporation Counsel

SO ORDERED:

s/Roslynn R. Mauskopf

HONORABLE ROSLYNN R. MAUSKOPF  
UNITED STATES DISTRICT JUDGE